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State Bar I.D. 1276
Attorney for Debtors

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

In re: Robert Eugene Patterson,)
)
Debtor.)

Case. No. 15-61063

CHAPTER 13 PLAN (DATED December 3rd, 2015)

1. The future earnings and other income of the Debtor(s) are submitted to the supervision and control of the Chapter 13 Standing Trustee as necessary for the execution of this Plan, and Debtor(s) shall pay to the Trustee the sum of \$157.00 each month for a term of 60 months, or until all of the provisions of this Plan have been completed. Plan payments shall commence within thirty (30) days following the filing of the Plan. The Debtor(s) shall make payments directly to the Trustee until his/her/their wage deductions begin.

2. From the payments so received, the Trustee shall make disbursements as follows:

(a) **ADMINISTRATIVE CLAIMS.** The Trustee shall pay those claims, fees or charges specified in 11 U.S.C. § 507(a)(2), including the Debtor's attorney fees and costs in such amount as may be allowed by the Court. As of the date of this plan, Debtor's counsel estimates that total attorney fees and costs for representation of Debtor (excluding the fee for filing the Debtor's petition) will be as follows:

Estimated total attorney fees:	\$3500.00 *
Estimated total costs:	+ \$500.00
Total estimated attorney fees and costs:	= \$4000.00
Less retainer:	- \$1402.00

TOTAL FEES AND COSTS TO BE PAID THROUGH PLAN: \$2598.00

* If this figure differs from the Disclosure of Compensation originally filed by the Debtor's attorney, said Disclosure must be amended simultaneously with the filing of this plan or amended plan, as provided in F.R.B.P. 2016(b).

(b) **IMPAIRED SECURED CLAIMS.** After the payments provided for above, the Trustee shall pay allowed secured claims, as determined pursuant to 11 U.S.C. § 506(a), together with interest at the rate set forth below from the date of confirmation, on a pro rata basis, as follows:

<u>Name of Creditor</u>	<u>Claim Number</u>	<u>Allowed Secured Claim*</u>	<u>Rate of Interest</u>
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This figure is the lesser of the total amount of the debt owing to the creditor or the value of the collateral securing said debt.]

Secured creditors shall retain their liens as provided by 11 U.S.C. § 1325(a)(5)(B). In order for any unsecured deficiency to be allowed and paid, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

©) **UNIMPAIRED SECURED CLAIMS.** The following secured creditors, whose claims will be left unimpaired by the Plan, are not provided for by the Plan and shall receive no payments through the Trustee except with regard to those arrearages specified below, if any:

<u>Name of Creditor</u>	<u>Description of Collateral</u>
CitiMortgage	Home
Wells Fargo Dealers Service	2001 Dodge Truck

Concurrently with the payments on impaired secured claims specified above, the following arrearages on unimpaired secured claims, if any, shall be paid through the Trustee on a pro rata basis until the same have been paid in full:

<u>Name of Creditor</u>	<u>Amount of Arrearage</u>
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Upon completion of the Plan, all pre-petition arrearages provided for by this Plan shall be deemed current.

(d) **DOMESTIC SUPPORT OBLIGATIONS.** After the payments provided for above, the Trustee shall pay all allowed pre-petition domestic support obligations. Such allowed claims for pre-petition domestic support obligations shall be paid in full under this Plan, without interest (unless otherwise provided).

<u>Creditor</u>	<u>Complete Address</u>	<u>Claim Amount</u>
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(e) **PRIORITY CLAIMS.** After the payments provided for above, the Trustee shall pay allowed claims entitled to priority in such order as specified in 11 U.S.C. § 507.

(f) **GENERAL UNSECURED CLAIMS.** After the payments provided for above, the Trustee shall pay dividends, to the extent possible, to allowed unsecured, nonpriority claims on a pro rata basis.

(g) **LIQUIDATION ANALYSIS.** The total amount distributed under paragraphs 2.(e) and (f) above will be at least \$5854.00, which exceeds what would be available to pay unsecured claims if the Debtor's estate was liquidated under Chapter 7 of the

Bankruptcy Code. A discharge will not be entered by the Court until said sum has been distributed, or until all allowed unsecured claims have been paid in full, whichever is less.

3. **REJECTION OF CONTRACTS OR LEASES.** The Debtor(s) rejects the following executory contracts and unexpired leases, and shall surrender property subject to such contracts or leases:

<u>Type of Agreement</u>	<u>Date of Agreement</u>	<u>Other Party to Contract</u>
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All other executory contracts and unexpired leases shall be affirmed.

4. **SURRENDER OF PROPERTY.** The Debtor(s) surrenders any and all interest in the following described collateral to the stated secured creditor in full satisfaction of the creditor's allowed secured claim. In order for any unsecured deficiency to be allowed and paid under this Plan, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

<u>Secured Creditor</u>	<u>Description of Collateral</u>
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5. **POST-PETITION SECURED DEBT:** The Debtor(s) reserves the right to incur post-petition secured debts, upon prior written approval of the Trustee, for items necessary to Debtor(s) performance under this Plan.

6. **REPORT OF CHANGES IN INCOME:** The Debtor(s) shall commit all projected disposable income to the Plan for the applicable commitment period and shall immediately report any changes in income in excess of \$300.00 per month to the Trustee.

7. **OTHER PROVISIONS:**

8. **DECLARATIONS:** Under penalty of perjury, Debtor(s) affirms that all federal and state income, employment and other tax returns due as of the date of this plan have been filed with the appropriate agency, and that all post-petition payments due on all domestic support obligations have been paid through the date of this Plan.

9. **EFFECTS OF CONFIRMATION:** Upon Confirmation of this plan, all issues that have been or could have been decided involving any creditors are *res judicata*, and Debtor(s) reserves all rights under applicable federal and state law with regard to those issues, including rights under 11 U.S.C. § 524(i). Debtor(s) specifically reserves all rights under U.S.C. § 524(i), including the right to ensure that all post-petition mortgage payments be applied and credited to Debtor's mortgage account as if the account were current and no pre-petition default existed.

10. **PREVIOUS BANKRUPTCIES, AND DISCHARGE:** (Check one)

☐ Debtor(s) is not eligible for a discharge of debts because the debtor(s) has previously received a discharge described in 11 U.S.C. § 1328(f).

☒ Under penalty of perjury, Debtor(s) declares that he/she has not received a discharge in a previous bankruptcy case that would cause him/her to be ineligible to receive a discharge in the above-entitled case under 11 U.S.C. § 1328(f).

11. **INCOME TAX REFUNDS:** (Check one)

____ Debtor(s) projects no income tax refunds during the term of this plan. As a result, no income tax refunds will be turned over to the Trustee.

____ Debtor(s) projects income tax refunds during the term of this plan. During the applicable commitment period of the plan, as defined in 11 U.S.C. § 1325(b)(4), Debtor(s) will turn over to the trustee all net income tax refunds.

__X__ Debtor(s) projects income tax refunds during the term of this plan, and such tax refunds are included in the Debtor(s) budget.

DATED this 3rd day of December, 2015.

/S/ Robert Eugene Patterson

Robert Eugene Patterson

CERTIFICATE OF MAILING

I, the undersigned, do hereby certify under penalty of perjury that a copy of the within and foregoing Chapter 13 Plan (Dated December 3rd, 2015), by ECF e-mail and first class mail postage pre-paid on the 3rd day of December, 2015, at:

Neal Jensen
Assistant U.S. Trustee

Robert G. Drummond
Chapter 13 Standing Trustee

Mailing Matrix (attached)

/s/ Patty Spitzer

Patty Spitzer

Label Matrix for local noticing
0977-2
Case 15-61063-RBK
U.S. Bankruptcy Court, District of Montana
Butte
Thu Dec 3 10:58:07 MST 2015

U.S. Bankruptcy Court, District of MT
Room 263 Federal Building
400 North Main
Butte, MT 59701-8866

ACCTS MGMT
960 S 24TH ST. W STE. D
Billings, MT 59102-6450

ANESTHESIA ASSOCIATES OF GF
401 15TH AVE SOUTH
Great Falls, MT 59405-4434

BENEFIS
500 15TH AVE. SO.
Great Falls, MT 59405-4362

BENEFIS HEALTH SYS PHYS
C/O WFB
Denver, CO 80291-2613

BENEFIS HEALTH SYSTEM
C/O WELLS FARGO
Denver, CO 80291-2616

BENEFIS HOSPITALS
P O BOX 5096
Great Falls, MT 59403-5096

BENEFIS HOSPITALS MEDICAL
P O BOX 6010
Great Falls, MT 59406-6010

BENEFIS MEDICAL GROUP
P O BOX 6010
Great Falls, MT 59406-6010

CBS
P O BOX 7339
Missoula, MT 59807-7339

CELLULAR PLUS
100 24TH ST. WEST, NO. 1
Billings, MT 59102-4751

CELLULAR PLUS
2501 ST JOHNS AVE
Billings, MT 59102-4642

CENTRON SERVICES
2525 COLONIAL DR
Helena, MT 59601-4902

CITIMORTGAGE INC
PO BOX 9438
GAITHERSBURG, MD 20898-9438

COGENT HEALTHCARE OF MT, PC
P O BOX 9386
Belfast, ME 04915-9386

COLL PROF
P O BOX 6337
Great Falls, MT 59406-6337

COLLECTION BUREAU SE
212 EAST SPRUCE ST P. O. BOX 8088
MISSOULA, MT 59807-8088

COLLECTION PROF, INC.
3104 W BROADWAY
Missoula, MT 59808-1614

COLLECTION PROFESSIONA
29 N CONNOR ST
SHERIDAN, WY 82801-4306

COLLECTION PROFESSIONALS, INC.
2300 12th AVENUE SOUTH
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COMP. MED. REHAB/DR. GALVIS
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COMPREHENSIVE MEDICAL REHAB
1400 29TH ST SO, 2ND FLOOR
Great Falls, MT 59405-5353

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P O BOX 9004
Renton, WA 98057-9004

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CPI
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HELENA, MT 59624-0875

CREDIT MGMT
4200 INTL PKWY
Carrollton, TX 75007

CREDIT MGMT
P O BOX 118288
Carrollton, TX 75011-8288

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PO BOX 80908
BILLINGS MT 59108-0908

CREDIT SERVICES CO., INC.
390 PRINTERS PARKWAY
Colorado Springs, CO 80910-3190

CREDIT SVC CO, INC.
P O BOX 80908
Billings, MT 59108-0908

CREDIT SYSTEMS
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Missoula, MT 59807-7339

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EL PASO, TX 79998-1400

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Helena, MT 59604

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P O BOX 981131
EL PASO, TX 79998-1131

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MDOR
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HELENA MT 59604-7701

MICHAEL J MOORE
CBS
Missoula, MT 59807

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SHELBY, MT 59474-2333

ROBERT G. DRUMMOND
PO BOX 1829
GREAT FALLS, MT 59403-1829

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

CREDIT SERVICE CO INC.
1333 NO. 27TH ST.
Billings, MT 59101

(d)CREDIT SERVICE CO.
960 S 24TH ST. W. STE. D
Billings, MT 59102

(d)CREDIT SERVICE COMPANY
PO BOX 20475
BILLINGS, MT 59104

CERTIFICATE OF MAILING

I hereby certify that the foregoing was duly
served, by personal mail, upon the above
named individuals and/or creditors at their
last known address.

DATED this 3 day of Dec, 2015.

KAZDA LAW FIRM, PC